

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

SHAUNAK et al

Atty. Ref.: 5595-2

Serial No. 10/511,317

Group: 1614

Filed: May 31, 2005

Examiner: Baek

For: GLYCODENDRIMERS HAVING BIOLOGICAL
ACTIVITY

* * * * *

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

**EXCLUSIVE SUBSTITUTE POWER OF ATTORNEY
AND EXCLUSIVE PROSECUTION HEREAFTER BY
ASSIGNEE UNDER 37 C.F.R. §§ 1.36, 3.71 AND 3.73**

IMPERIAL INNOVATIONS LIMITED, being the owner of all right, title and interest in the above-identified patent application, hereby revokes all previous powers of attorney in this case, if any, and hereby appoints the attorneys of **Customer Number 23117** individually and collectively its attorneys to prosecute this application and to transact all business in the Patent and Trademark Office in connection therewith, and with the resulting patent.

IMPERIAL INNOVATIONS LIMITED also authorizes Nixon & Vanderhye P.C. to act and rely solely on instructions communicated from the person, attorney, firm or other organization sending instructions to Nixon & Vanderhye P.C. on behalf of the owner.


SHAUNAK et al
Serial No. 10/511,317

Certificate Under 37 C.F.R. §3.73(b)

IMPERIAL INNOVATIONS LIMITED, a corporation having a place of business at Level 12 EEE Building, Imperial College, London SW7 2AZ United Kingdom states that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors to the aforesaid assignee, a copy of the assignment being attached and/or recorded at the United States Patent Office on _____ at reel _____, frame _____.

The undersigned (whose title is typed below) is empowered to sign this statement on behalf of IMPERIAL INNOVATIONS LIMITED.

IMPERIAL INNOVATIONS LIMITED

18 June 2010 By: 
Date Name: Julian M Smith
Title: Chief Financial and Operations
Officer

THIS ASSIGNMENT dated 26th February 2010 is made by and between:

- (1) PolyTherics Ltd whose address is London Bioscience Innovation Centre, 2 Royal College Street, London, NW1 0TU ("PolyTherics"); and
- (2) Imperial Innovations Ltd whose address is Level 12, Electrical and Electronic Engineering Building, Imperial College London, London, SW7 2AZ ("Innovations").

WHEREAS:

PolyTherics has agreed to assign to Innovations all rights in respect of the Intellectual Property (as defined below) in consideration of Innovations entering into a revenue-sharing agreement with PolyTherics of even date hereof ("the Revenue-Sharing Agreement").

THIS ASSIGNMENT WITNESSES as follows:

COPY

1. Definitions

In this Assignment, the following words shall have the following meanings:

"Intellectual Property" the patents and patent applications listed in the Schedule and any future patents and patent applications which are based upon or derive priority from such patents and patent applications.

References in this Assignment to Clauses, Recitals, Schedules and Parties are to the clauses, recitals, schedules and parties of and to this Assignment.

2. In consideration of Innovations entering into the Revenue-Sharing Agreement, PolyTherics hereby assigns and transfers absolutely and with full title guarantee to Innovations:
 - a. all right, title and interest in the Intellectual Property;
 - b. all patents and other intellectual property that may be granted in respect of the Intellectual Property, as well as all patents and other intellectual property that may derive priority from or have equivalent claims to or be based upon the Intellectual Property in any country of the world (and including supplementary protection certificates, divisions, continuations, continuations in part, reissues and extensions), and the Intellectual Property shall be deemed to include all such items of property; and
 - c. all rights of action, powers and benefits arising from ownership of the Intellectual Property, including (without limitation) the right to sue for damages and other legal and equitable remedies in respect of all causes of action arising prior to, on or after the date of this Assignment.

3. PolyTherics shall execute such documents and, at the expense of Innovations, give such assistance as Innovations may require:
- a. to secure the vesting in Innovations of all rights in the Intellectual Property;
 - b. to uphold the rights of Innovations in the Intellectual Property; and
 - c. to defeat any challenge to the validity of, and resolve any questions concerning, the Intellectual Property.

The obligations on PolyTherics under this Clause 3 shall continue in force without limit of time.

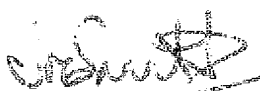
4. PolyTherics warrants, represents and undertakes to Innovations that:
- a. PolyTherics is not, at the date of this Assignment, a party to any agreement or understanding (oral or written) which would in any manner be inconsistent with the assignment of rights provided for in this Assignment;
 - b. PolyTherics shall not, on or after the date of this Assignment, enter into any agreement or understanding (oral or written) or directly or indirectly engage in any activity which would in any manner be inconsistent with the assignment of rights provided for in this Assignment; and
 - c. the Intellectual Property is free of all licences and other encumbrances.
5. The validity, construction and performance of this Assignment shall be governed by English law, and the Parties submit to the non-exclusive jurisdiction of the English courts in respect of any dispute arising in connection therewith.

AGREED by the Parties through their authorized signatories:

For and on behalf of
Imperial Innovations Ltd

For and on behalf of
PolyTherics Ltd

COPY

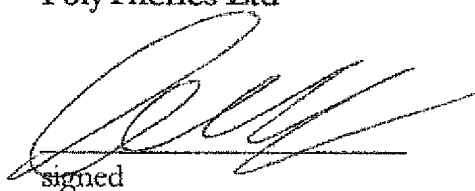


signed

Julian Smith
name

LFO
title

22 Feb 2010
date



signed

Karen Power
name

CEO
title

26/2/2010
date

SCHEDULE

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Intellectual Property

From Patent Family deriving from WO 03089010 "Dendrimer technology":

Australia – Granted patent 2003214422

Europe Application EP1496941

India Application 2794/DELNP/2004

US Application US20050214247